

DEPARTMENT OF INDUSTRIAL RELATIONS  
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## HOLIDAY PROVISIONS

FOR

**DREDGER (OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

MASTER LABOR AGREEMENT

JAN 21 2005

between  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12  
Div. of Labor Statistics & Research  
Chief's Office

and the  
DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA

This Agreement made and entered into this 1st day of August, 2004, by and between the Dredging Contractors Association of California, hereinafter referred to as the Collective Bargaining Representative of Employer and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the Union.

ARTICLE I  
General Provisions

A. Definitions:

1. The term "Collective Bargaining Representative of Employer" as used herein shall mean the Dredging Contractors Association of California. The names of the members of said organization are listed immediately following the signatures in this Agreement.

2. The term "Individual Employer" shall mean any person or entity who or which is now or hereafter may become a member of the Dredging Contractors Association of California, and who has assigned its labor relation bargaining rights thereto. The names of such "assigned members" as of the date of this Agreement are listed immediately following the signatures.

3. The term "Union" as used herein shall mean the International Union of Operating Engineers, Local Union No. 12.

4. The term "Employee" as used herein shall mean all persons performing work in the area covered by this Agreement, excluding superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help. When the Individual Employer uses anyone other than a uniformed or armed guard to perform guarding

shall be worn by all employees covered by this Agreement as required by law and/or the Individual Employer.

## ARTICLE XII Working Rules

A. The Individual Employer will make available to each regular employee, forty-eight (48) hours of work each week, while the dredge is on the job working, subject to the following exemptions, in which case forty-eight (48) hours need not be made available:

(1) Short weeks due to starting and finishing a job; (2) major breakdowns; (3) shutdowns or shorter weeks by order of the contracting authority or other government agency, a copy of such order must be submitted to the Union; (4) yard or lay-up base work; (5) when holidays specified in this Article fall within the week in which event the work week will be reduced by eight (8) hours for each such holiday; (6) if the current overtime pay requirements of State or Federal Law applicable to the employees are increased during the term of this contract.

B. On single shift operations, eight (8) consecutive hours of work between the hours of 8:00 A.M. and 4:00 P.M. shall constitute a work day. On repair work other than at the jobsite when the dredge is working, eight (8) hours work between the hours of 8:00 A.M. and 4:30 P.M. shall constitute a work day.

(a) The parties to this Agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling, and Logging Industries". Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article X, Procedure for Settlement of Grievances and Disputes of this Agreement.

C. 1. One and one-half (1½) times the regular rate shall be paid for all time worked in excess of eight (8) consecutive hours in any period of twenty-four (24) hours, for all hours worked on Saturdays, for all hours worked by an employee before his shift starts and after his shift ends. All employee hours worked on Sundays, either dredging or repairing, shall be paid for at two (2) times the regular rates. Overtime shall be reckoned by the hour. All employee hours worked on holidays, either dredging or repairing, shall be paid at the applicable rate of pay.

a. Triple (3) time shall apply for all holidays, hours worked or paid.

2. There shall be no pyramiding of the overtime rates.

3. Whenever an employee is called out to work on a Sunday or a holiday, he shall be paid at least eight (8) hours at the applicable overtime rate.

D. On three (3) shift operations, the straight-time hours shall be from 8:00 A.M. Monday to 8:00 A.M. Saturday, unless mutually agreed upon otherwise at the pre-job conference.

E. On two (2) shift operations, the straight-time hours shall be from 8:00 A.M. to 12:00 Midnight, unless mutually agreed upon otherwise at the pre-job conference.

F. The full crew employed in the operation of a dredge shall all commence work at the designated starting time of the shift. Landfill or Spill Barge Crews can have start times which are staggered from the dredge crew reporting time, not to exceed one (1) hour. When more than one (1) shift is worked, shifts shall run consecutively, when mutually agreed upon.

G. The following days shall be considered legal holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

and on the first Saturday following the first Friday in the months of June and December of each year. Holidays falling on Sunday shall be observed on the following Monday. Article XII, Section A, will not apply during the holiday weeks of Thanksgiving, Christmas and New Year.

Article XII, Section A, will be reduced to forty (40) hours during the weeks of the first Saturday following the first Friday in the months of June and December.

H. The fraction of a day shall be paid for as a whole day except as hereinabove provided if the employee reports to work at the regular starting time, except that any employee ordered to report to work and not being put to work shall receive two (2) hours pay at the rate applying on the job on that date. An employee who quits before completing his days work shall be paid for the actual time worked.

I. When the Employer produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside the regular day shift due to safety conditions or other requirements, an employee shall work seven (7) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday.

J. Starting times, should conditions arise which create a necessity for a change, may be changed by mutual agreement expressed in writing between the Local Union and the Individual Employer.

K. When the dredge is being repaired or not operating due to weather or other conditions during the prosecution of a contract, the same wage scale shall be maintained as when the dredge is in operation.

L. 1. Except for watch rotation, no employee shall work more than eight (8) hours straight-time in any consecutive twenty-four (24) hour period.

2. An employee shall not revert to straight-time unless he had been released from work for at least six (6) hours of rest, except in cases of pre-shift work not exceeding four (4) hours.

M. An employee who has completed his regular shift and has left the project and is called back to perform overtime work, shall be paid at least four (4) hours at the applicable overtime rate.

N. Meal Period:

1. All men shall be allowed a meal period of thirty (30) minutes within the fourth (4th) or fifth (5th) hours of the shift on the Individual Employer's time, but such meal period shall not interrupt the operation of the dredge. The Individual Employer shall regulate the time of meals. Should it occur that the